

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

IN RE:

Salina Mylov Cancel

Debtor

Chapter 13

Salina Mylov Cancel

Movant

Bankruptcy No. 5:17-bk-01835-RNO

v.

Wells Fargo Bank, N.A.

Respondent

**STIPULATION IN SETTLEMENT OF DEBTOR'S
MOTION TO APPROVE SALE**

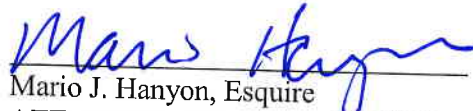
It is hereby stipulated by and among Phelan Hallinan Diamond & Jones, LLP, counsel for Wells Fargo Bank, N.A., and Patrick James Best, Esquire, counsel for the Debtor, as follows:


1. Wells Fargo Bank, N.A. is the holder of a first mortgage lien on the property located at **1791 Big Ridge Drive, Monroe County, East Stroudsburg, Pennsylvania 18302** (hereinafter "Premises").
2. The Debtor filed a Motion to Approve Sale.
3. The parties agree that Wells Fargo Bank, N.A. will be paid in full from the proceeds of the sale of the Premises at the time of closing.
4. The Closing Agent is directed to issue funds sufficient to pay the first mortgage lien in full directly to Respondent as per the instructions provided.
5. Closing is required within 30 days of the payoff quote date or a new payoff is required within 30 days of closing.
6. The deadline for the sale closing and receipt of funds shall be within 90 days from the date of the order approving Motion for Sale.
7. Should the Debtors fail to pay the first mortgage lien at the time of closing, Respondent shall send Debtors and counsel a written Notice of Default of this Stipulation. If the default is not cured within ten (10) days of the date of the Notice, counsel shall file a Certification of Default with the Court and the Court shall enter an Order granting relief

from the Automatic Stay and waiving Rule 4001 (a)(3) so that the Relief Order is immediately effective and enforceable.

8. The parties agree that a facsimile signature shall be considered an original signature.
9. The parties request that this Court sign and docket an Order approving Stipulation.

Date: July 27, 2020


Mario J. Hanyon, Esquire
ATTORNEY FOR RESPONDENT


Patrick James Best, Esquire
ATTORNEY FOR MOVANT